



## Ambassador Agreement

### Level Two

V: 210421

This Ambassador Program Agreement (hereafter "Agreement") is by and between Reine Media, Inc. (hereafter "Organization") and the individual or organization providing services (hereafter "Ambassador").

#### BACKGROUND

Organization is a social justice production and media publishing company. Ambassador offers expertise and services that are being offered at terms specified in an electronic Project Agreement (hereafter "Project Agreement").

#### 1. RECITALS

WHEREAS, Organization desires to retain Ambassador for services; and

WHEREAS, Ambassador is desirous of accepting the duties and responsibilities of providing the Services specified herein to Organization; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

#### 2. TERM

The term of this Agreement shall be nine (9) months commencing on Date of Receipt of both a signed Project Agreement unless a different date is specified on said Project Agreement ("Term"). At the conclusion of the Term, termination notwithstanding, both parties may have the option to review and sign an extension or modified Agreement. This document shall supersede prior agreements both oral and written. The relevant terms and sections of the General Agreement, including sections eight and nine, shall survive the term of the Project Agreement. In the absence of an executed and current Project Agreement, this Agreement is considered valid upon execution.

#### 3. SCOPE OF SERVICE

Ambassador shall provide services and expertise as outlined in the Project Agreement.



Ambassador shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules and regulations. The Parties agree that the negotiation, commencement and performance of this Agreement is subject to substantial State, Federal, and local Regulation and warrants that it will, at all times, comply with all the applicable regulations.

Ambassador will perform its Services on behalf of the Organization with respect to the above scope of services only. Any other matters must be the subject of a separate written agreement, or by addendum.

While it is understood that Ambassador will attempt to provide a maximum level of success for this project, Ambassador is unable to guarantee results. Organization acknowledges and understands that Ambassador's past successes are not a guarantee of future results.

Organization acknowledges and understands that Ambassador and its agents and / or employees are not acting as legal counsel to Organization and are not providing legal advice to Organization.

Agreements with other organizations the Ambassador may be doing business with, those with similar or identical management teams, or vendor entities related to this Organization in any way do not transfer or imply additional relationships between the Ambassador and this Organization other than that which is explicitly defined and executed in the General Agreement, a Project Agreement, or an additional signed and approved Addendum.

#### 4. COMPENSATION

Organization agrees to pay Ambassador based on monies and terms specified by Reine Media in one or more Project Agreements (hereafter "Compensation"). Basis for calculating Revenue when it impacts Compensation may include, but is not limited to, personal donor fundraising, client revenue for a particular project, sponsorship by entities or individuals of these initiatives, fundraising events, and micro/online donors. Specific terms of compensation will be outlined and defined in one or more executed Project Agreements. Compensation may be based on a number of factors outside of the control of the Organization and minimum compensation is not guaranteed nor implied.

Compensation may be impacted by one or more of the following: Failure to receive anticipated payments by a donor, sponsor, or client; increase in expenses directly associated with the project; adjustment of project scope. Unless otherwise specified in writing, all Compensation



detailed in the Project Agreement is an estimate. Should Compensation differ from the estimate provided, Ambassador will be notified and receipts and/or documentation will be provided to Ambassador detailing the difference.

Unless otherwise specified in writing, no additional payment is due aside from that listed in the Fee Schedule. When calculating an incentive, calculations are based on the monies raised less expenses directly tied to the raising of those funds such as expenses, fundraising services, or payment processing. When calculating a merchandise or product incentive, calculations are based on the monies raised less expenses directly tied to the production, shipments, and payment processing for the item(s).

Incentives paid on all CLOSED clients, donors, and sponsors (hereafter Client) are finalized by the Outreach Ambassador that meet both the criteria of 1) Payment: a successful receipt of funds, and 2) Paperwork: a successful receipt of accompanying organization documentation to include contact information, requested Client information per our processes, and a signed contract by the Client.

Incentives paid on all REFERRALS are finalized by any member of the Reine Media team that meet all three criteria of 1) Outreach Ambassador informing Reine Media of the Referral with contact information and an introduction, 2) a successful receipt by the Organization of funds and accompanying documentation as described in Closed description above, and 3) the Client not being designated as a referral by another ambassador prior to the point of Close.

Incentives paid on all SALES are based on 1) a successful receipt by the Organization of funds for the item(s), 2) successful fulfillment by Organization of the order of item(s), and 3) a thirty (30) day return period elapsing. Incentives will not be paid on returned Sales.

In order to qualify for compensation involving online marketplaces such as the Boutique, Ambassador must also complete the necessary documentation and enrollment for our online affiliate software. Failure to utilize the software properly may result in the inability to properly track and credit these sales.

Compensation will be considered either a Close, a Referral, or a Sale but not more than one of those designations. All content remains the property of Reine Media unless otherwise indicated in an additional agreement. Failure by the Outreach Ambassador to adhere to brand standards, company policies, or company values will result in immediate termination of this agreement.

Both Organization and Ambassador are responsible for their own out of pocket expenses associated with the project unless prior approval and agreements are reached regarding those costs.



Payments shall be made directly to the Ambassador and made payable based on information provided to the Organization. Payment of incentives will be made on a monthly basis whenever reasonably possible on any month where the total funds due exceed twenty-five dollars. Amounts less than that will be rolled over to be processed on a quarterly basis. Deadlines are impacted by a variety of factors including the speed of fund processing and unforeseen media, entity, and/or political events impacting processing. The Ambassador will be notified as soon as is reasonable if a payment is delayed. No additional Compensation is expressed or implied other than that which is specified in an executed Agreement.

## 5. CONFLICT OF INTEREST

Ambassador may not leverage the brand of Reine Media or any of its properties in any manner other than as defined in this Agreement without prior written consent. Though Ambassador will be promoting the brands of Reine Media, ownership is not expressed or implied. Additionally, though Reine Media may be promoting the brand of the Ambassador, neither employment, exclusivity, or brand control is expressed or implied. Additional requests or modifications which impact scope or fees must be made in writing and agreed upon by both the Ambassador and Reine Media via additional executed Agreements or Addenda.

Both parties agree that they will avoid activities, investments and other situations which may conflict with its duties as described herein. In executing this Agreement, both parties expressly agree that as of the date of this Agreement, neither party knowingly represents any client or party whose interest is currently adverse to the interest of the project.

Both parties further agree that if, during the term of this Agreement, it determines that a client or party represented has or may potentially have an interest adverse to the interest of the project, that party shall immediately disclose such conflict of interest to the other party.

Failures to remedy Conflicts of Interest as determined by Reine Media may result in immediate termination of any or all Project Agreements.

## 6. TERMINATION

**Termination Without Cause:** This Agreement may be terminated by either party, without cause, upon that party's providing fifteen (15) days notice to the other party ("Termination Period"). In the event of Termination Without Cause, unless otherwise stated in writing, all monies due to Ambassador during the Termination Period based on services rendered will be paid to the Ambassador.

**Termination of Agreement By Mutual Agreement:** In the event Organization and by Ambassador shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.



## 7. VIDEO RELEASE

As of the Effective Date, approval and permission for present and future use is being granted to the Organization to use picture and/or voice recordings of the Ambassador and/or their representatives, subAmbassadors, employees, and/or colleagues (the “Recorded Party”). The undersigned is an adult and fully authorized to grant this Video Release.

The undersigned grants to the Organization, its agents, employees, licensees, and successors in interest (collectively, the “Release Party”) all ownership rights and the absolute and irrevocable right and permission to copyright, use, and publish the recorded image, voice, and/or video (the “Recorded Material”) of the Recorded Party that has been or is being obtained pursuant to this Video Release. It is further acknowledged that there will be no monetary compensation or entitlements now or in the future.

The Recorded Material may be copyrighted, used, and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation print publications, public broadcast, and electronic format) and for any lawful purpose, including without limitation trade exhibition, illustration, promotion, publicity, advertising, and electronic publication.

The undersigned represents and warrants that (1) no other party has been granted an exclusive license with respect to the Recorded Material, and (2) no other party’s authorization or consent is required with respect to the permission granted to the Release Party under this Video Release.

The undersigned waives any right that they may have to inspect or approve the Released Party’s use of the Recorded Material, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Recorded Material. The undersigned releases the Released Party (and all persons acting under its permission or authority) from any and all claims for libel, invasion of privacy, slander, infringement of copyright or right of publicity, or any other claim related to the Released Material. This release includes other claims relating to the Released Material (collectively “Claims”).

This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Recorded Material.



## 8. INDEPENDENT Ambassador

Ambassador is an independent Ambassador under this Agreement. Services provided by Ambassador shall be subject to the supervision of the Organization. In providing the services, by Ambassador or its agents / employees providing Services shall not be acting and shall not be deemed as acting as officers, employees, or agents of the Organization.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Ambassador.

## 9. DISCLOSURE OF INFORMATION

During the term of this Agreement, employees, agents, servants and Ambassadors of Ambassador will be exposed to information which is confidential and proprietary to the Organization. This information includes, but is not limited to, trade secrets, proprietary information, intellectual property, data and contact management information, information about clients or their competitors, financial compensation models, personal or private information about brand/principal figures, meeting minutes or summaries, work product documentation, internal meetings or events, information about other Ambassadors or employees, and exposure to entities with which Organization has contractual relationships. Ambassador shall not, other than in the scope of services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the Organization, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Organization which Ambassador may have acquired in the course of, or as incident to, performance under the terms of this Agreement.

This Section shall not prohibit Ambassador from disclosing any information pursuant to a court order in criminal, civil, or administrative proceedings. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, Ambassador agrees that upon termination of this Agreement, whether by expiration of the Agreement, or with or without cause, it will turn over to the Organization, upon request by the Organization, all records, documents and copies and transcriptions thereof relating to the Organization's business which are in possession of, or under the control of Ambassador, or its employee, agent, servant or independent Ambassador, excluding those documents which are considered to be the work product of such individual, or copyrighted material.



The breach by either party or its employee, agent, servant or independent Ambassador, of any of the provisions of this Section shall: (i) constitute cause for the termination of this Agreement, notwithstanding any other term, provision, or definition contained in this Agreement; and (ii) entitle the damaged party to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by the other party or its employee, agent, servant, or Ambassador, or any and all persons or entities directly or indirectly acting on their behalf.

#### 10. GOVERNING LAW

Organization has team members and projects in various locations, but is currently headquartered in Florida. Organization is not aware of any special rules for Ambassador which would impact this agreement, but Organization will follow the laws of the governing state and will take reasonable steps to ensure that both Ambassador and Organization adhere to the laws and rules of any of the states or regulatory bodies we are operating within.

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 11. COMPLETE AGREEMENT

This Agreement and the Project Agreement(s) includes the entire Agreement between the Ambassador and Organization. This Agreement can only be modified by another written and executed Agreement between the parties. The Agreement shall be binding upon both parties and their representative and successors in interest. By signing this Agreement, physically or electronically, parties agree to the terms and conditions contained within.

\*\*\*\*\* END OF AMBASSADOR AGMT \*\*\*\*\*